

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Grand Canyon National Park
COMMERCIAL USE AUTHORIZATION
UNDER THE AUTHORITY OF Section 418, P.L. 105-391 (16 USC 5966)

1. AUTHORIZED ACTIVITY:

Commercial Transportation

Permit Number: CUA GRCA 5600

(Official Use Only)

2. Authorization Holder Information

(Fill in information below. Please type.)

Authorization Begins: _____

(Official Use Only)

↓CONTACT NAME (Owner or Authorized Agent)

Authorization Expires: December 31, 2016

↓ORGANIZATION/COMPANY

↓MAILING ADDRESS

↓EMAIL ADDRESS

↓CITY

↓STATE

↓ZIPCODE

↓TELEPHONE NUMBER

↓ FAX NUMBER

↓US DOT #

3. LOCATION: The holder is hereby authorized to use the following described land or facilities in the following named area(s): **Areas within Grand Canyon National Park open to the general public and designated by the attached authorization conditions.**

4. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

The holder is authorized to conduct non-scheduled commercial motor vehicle transportation to and from Grand Canyon National Park.

X **Out- of- Park:** The visitor services described above must originate and terminate outside of the boundaries of the park area. This authorization does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

 In-Park: The visitor services described above must originate and be provided solely within the boundaries of the park area.

5. COST RECOVERY: Required **X** Amount \$ **Waived**

6. INSURANCE: Liability Required **X** Coverage Amount \$ **1 million** minimum

Auto Required **X** Coverage Amount \$ Please see condition >>>> for limits

7. NEPA Compliance: **CATEGORICALLY EXCLUDED** EA/FONSI **X** EIS OTHER APPROVED PLANS
South Rim Transportation Plan, North Rim Development Plan

8. CONDITIONS OF AUTHORIZATION:

ISSUANCE of this authorization is subject to the attached conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

*(*This authorization is not valid until signed by the Superintendent or authorized agent thereof.)*

9. SIGNATURES.

Authorization Holder: _____

Signature

(Print Name and Title)

Date

Authorizing NPS Official: _____

Signature (Chief of Concessions Management for Superintendent)

Date

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least \$1,000,000 and naming the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.

12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

**APPENDIX
SPECIAL PARK CONDITIONS**

**GRAND CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION CONDITIONS
COMMERCIAL TRANSPORTATION/TOUR**

THESE CONDITIONS ARE APPLICABLE TO ALL AUTHORIZED ACTIVITIES OR AREAS LISTED ON THIS AUTHORIZATION. **All pages of this authorization must be carried and available for inspection by the holder or its employees at all times while operating within Grand Canyon National Park. Failure to carry all pages is a violation of terms and conditions of this authorization.**

1. **Permits/Licenses** – The holder must obtain all permits or licenses of Arizona State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all applicable federal, state, and local laws and regulations. Vehicle, operator, license, and authorization compliance inspections may occur at any time by National Park Service or Law Enforcement personnel.
2. **Business Operations** - This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Authorization is for incidental business operations when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
3. **Damages** – The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
4. **Health and Sanitation** – The holder will comply with applicable public health and sanitation standards and codes. The holder or its' employees are not authorized to use the park's dump stations. The holder is responsible for the removal of all trash associated with the holder's visit to the park and is prohibited from depositing commercial waste into park trash containers. The trip leader/guide will promptly report information about any human illness, whether employees or guests, to the Public Health Consultant at 928-638-7355. This information, along with other information received, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
5. **Nonexclusive Authorization** – The holder will have none of the rights or privileges of P.L. 105-391, Title IV [National Park Service Concessions Management Improvement Act of 1998] specified for concession contracts. The National Park Service (NPS) does not grant the holder a preferential or exclusive right to conduct business in any NPS administered area.
6. **Equal Employment Opportunity/Nondiscrimination** - The holder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor (Exhibit A).
7. **Insurance** – The holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the term of

this authorization. The Superintendent shall not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

The holder shall provide the Superintendent a Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days written notice of any material change in the holder's insurance program hereunder.

General Liability – The holder shall obtain general liability insurance in at least the amount of one million dollars (\$1,000,000).

Automobile Liability – The holder shall obtain automobile liability insurance for commercial transportation of passengers in at least the limits specified by the State of Arizona and shall carry proof of vehicle registration and automotive liability insurance at all times while operating within Grand Canyon National Park. Currently, minimum statutory commercial automobile liability insurance limits are as follows.

| Vehicle Capacity | Minimum Limits |
|---|----------------|
| Vehicles with seating capacity of 16 or more persons | \$ 5 million |
| Vehicles with seating capacity of 7 – 15 persons, inclusive | \$1.5 million |
| Vehicles with seating capacity of 6 or fewer persons | \$300,000 |

8. **Liability Insurance Lapse or Cancellation** – Upon notification that the holder's automotive or general liability insurance has lapsed or cancelled for any reason, the authorization to operate in the park shall be suspended until new insurance is in place.
9. **Commercial Transportation Responsibilities** – All commercial transportation operations are responsible for obtaining applicable authorizations and authorizations. In the event of a violation or infraction, responsibility and liability will generally be placed on the transportation operator or authorization holder, including citations, warnings, and fines, but the park service retains the right to cite, warn or fine the tour operator or authorization holder as needed.
10. **Payment** – Payment of entrance fees will be the responsibility of the transportation operator. In cases where the transportation operator and tour operator are separate entities, responsibility and liability for payment will fall on the transportation operator. This includes payment by check and credit card and enrollment in the Pre-Authorized Debit program.
11. **Employee Firearm Possession** – Holder's employees may not possess firearms while on duty. The superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the holder with a thorough explanation of the basis of the request. The superintendent's response to the holder must be in writing.
12. **Backcountry Camping-** is only allowed under a Backpacking Commercial Use Authorization. Backpacking CUA Holders must have a valid backcountry permit for the trip dates.
13. **Front country camping-** in Grand Canyon National Park is permitted by commercial groups with a minimum of 7 individuals, including all staff members, in designated Group Sites only. Groups with 6 individuals or fewer, including all staff members, are allowed to reserve ONE family site. Splitting groups between multiple family sites or reserving more than one family site per night per holder is a violation of the conditions of this authorization. Advance reservations required: <http://www.reserveamerica.com/> or 1-877-444-6777.

14. Area Use: This authorization is applicable only for the use of the area, term, and conditions designated herein. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein.

The Holder MAY NOT, regardless of vehicle size; use, park, load, unload or stop at the following locations:

- Hermit's Rest Road
- Picnic areas along Desert View Drive
- Picnic Areas along Highway 67 on the North Rim
- NPS Shuttle Bus Stops

Vehicles under 22 feet in length: All locations in the park in which the general public is permitted to park are authorized for use with the exceptions of Hermit's Rest Road, North Rim Lodge Access Road and all residential or school areas. Special conditions of operation can be found below.

Vehicles, or a combination of length over 22 feet: May only use the following authorized locations. All other locations are, by their omission, unauthorized for use pursuant to this authorization.

Commercial Parking Areas for Vehicles or Combination of Length Over 22 Feet

| Village Area | |
|----------------------------|--|
| Maswik Lodge | Three (3) designated bus parking spots which are limited to vehicles over 22 feet in length and located on the eastern side of the building near the railroad tracks directly across from the backcountry office. |
| Backcountry Office (Lot D) | Designated oversized vehicle parking area located in the southwest side of the backcountry office. The 14 parking spots in the middle of the lot are limited to vehicles over 22 feet in length. Vehicles may not take up more than two spaces and must be parked between the stripped lines. Commercial vehicles are prohibited on the northwest side of the building |
| Market Plaza | Due to traffic congestion, vehicles over 22 feet in length are discouraged from entering the Market Plaza Parking Lot. Vehicles may not take up more than two spaces within the parking lot and must be parked in between the white stripped lines. Vehicles may not stop in the traffic lane that leads to the shuttle bus stop and Yavapai Lodge to load and unload passengers. Vehicles may not stop in the traffic lane in front of the general store, post office, or bank to load and unload passengers. |
| Village by-pass road | Commercial vehicles may park along the Village By-Pass road near the APS power station provided they are not obstructing traffic or in an area where signs indicate parking is prohibited. |

| | |
|--|--|
| Grand Canyon Visitor Center | All commercial vehicles may use the commercial parking lot at Grand Canyon Visitor Center. Use of the Yavapai Lodge Road from South Entrance Road to Yavapai Lodges is prohibited. |
| Desert View Drive | |
| Desert View/ Watchtower | Vehicles may only park in the authorized commercial/oversized vehicle parking area only. |
| North Rim | |
| North Rim Lodge Access Road/North Rim Visitor Center | Vehicles may only park after the "Do Not Enter" signs in front of the North Rim Visitor Center. A maximum of three buses can park in this area at one time. Vehicles that cannot find parking in front of the visitor center must park in the upper lot. |
| North Rim Upper Lot | Vehicles entering the park after 9:00 p.m. and before 7:00 a.m. must park in the upper lot. |

Conditions for Commercial Parking for Vehicles Under 22 Feet in Length

| | |
|--|--|
| Village Area | |
| Backcountry Office (Lot D) | The 14 parking spots in the middle of the lot are limited to vehicles over 22 feet in length. |
| Grand Canyon Visitor Center- Commercial Vehicle Lot | Vehicles less than 22 feet in length should park to allow two vehicles per space. |
| North Rim | |
| North Rim Lodge Access Road/North Rim Visitor Center | Commercial vehicles less than 22 feet in length are prohibited from parking on the road. Commercial vehicles less than 22 ft in length must park in the lodge parking lot. |

Commercial Loading/Unloading Areas for Vehicles or Combination of Length Over 22 Feet

Drivers must remain with their vehicles at all times when stopping in area designated as loading/unloading only. All vehicles must proceed to an authorized parking area once unloading has been completed. The following areas are approved for loading/unloading of passengers and/or luggage only:

| | |
|---------------------|--|
| Village Area | |
| Bright Angel Lodge | Vehicles may load/unload on both sides of the commercial vehicle lane adjacent to the lodge sidewalk. Loading/unloading or waiting for passengers in this lane is limited to 15 minutes maximum. Parking in this area is now prohibited. Drivers must move vehicles forward (west) as vehicles leave so additional vehicles can enter the lane |

| | |
|----------------------------------|--|
| | behind them. No vehicle may be unattended at any time in this area. Obstructing traffic on Village Loop Drive is strictly prohibited. |
| Maswik Lodge | West side of building where the bus loading/unloading signs are posted. |
| Yavapai Lodge | Loading/unloading is restricted to commercial vehicle parking spaces located in the front/eastside of the building. Stopping on the Market Plaza side of the building is prohibited. |
| Kachina Lodge | Loading/unloading of vehicles in this area is authorized for overnight guests only. It is restricted to the curbside immediately east of the Thunderbird Lodge (See lodge staff for assistance first) |
| Thunderbird Lodge | Loading/unloading of vehicles in this area is authorized for overnight guests only. It is restricted to the curbside immediately east of the Thunderbird Lodge (See lodge staff for assistance first) |
| Park Headquarters (Lot A) | Vehicles may stop in front of park headquarters to load or unload passengers, but after doing so must leave the parking lot immediately. |
| Grand Canyon Visitor Center | Vehicles may load or unload passengers in the designated zone, but after doing so must proceed to the parking area immediately. Accessing the GCVC via the Yavapai Lodge Road (formerly Canyon View Bypass Road) from South Entrance Road to Yavapai Lodges is prohibited. |
| Desert View Drive | |
| Desert View | Vehicles may utilize the shuttle bus stop to load or unload passengers. Vehicles must proceed to an authorized parking area once unloading has been completed. |
| North Rim | |
| North Rim Lodge Historic Loop | Vehicles may only load and unload passengers and/or luggage between 6:00 a.m. and 9:00 p.m. daily. Loading/unloading will only occur in front of the North Rim Visitor Center or in the Upper Parking Lot. |

Allowable Stops for Vehicles or Combination of Length Over 22 Feet

| | |
|--------------------------|---|
| Desert View Drive | |
| Grandview Point | Commercial Vehicles may access the upper parking lot only. |
| North Rim | |
| Point Imperial | A maximum of three coach buses may park in this area at one time Road access to this point is narrow and winding with blind curves. It is HIGHLY RECOMMENDED that vehicles longer than 30 feet NOT travel this road |
| Cape Royal | A maximum of three coach buses may park in this area at one time Road access to this point is narrow and winding with blind curves. It is HIGHLY RECOMMENDED that vehicles longer than 30 feet NOT travel this road. |

Conditions for Allowable Stops for Vehicles Under 22 Feet in Length


| | |
|--------------------------|---|
| Desert View Drive | |
| Tusayan Ruin/Museum | Guided tours inside the museum by commercial tour operators are prohibited. |

| | |
|--|---|
| | Guided tours outside in the ruin area by commercial tour operators are allowed as long as no NPS guided tour is taking place or is scheduled to begin within 15 minutes of the commercial company's arrival to the ruin area. |
|--|---|

15. **Idling** – Commercial vehicles are **only allowed** to idle while actively loading and unloading passengers (passengers are physically getting on or off the bus). All operators must turn off vehicle engines at all times when parked or when not actively loading or unloading passengers.
16. **Fees** – The holder will be required to pay all applicable park fees (backcountry permits, camping permits, etc.). Fees are waived for application and administration of the CUA, irrespective of the length of the CUA. Entrance fees are required at Entrance Stations.
17. **Preauthorized Debit Pay System** – Transportation operators who visit the park more than four (4) times a month, averaged over 12 months, are **REQUIRED** to sign up with the National Park Service and use exclusively the Preauthorized Debit (PAD) pay system. A penalty of \$25 or 10%, whichever is greater, will be imposed for any electronic funds transfer/PAD returned item (e.g., insufficient funds, frozen account, etc.). [Re: USC Title 31, Section 3717]. Holders shall complete an Authorization Agreement for Preauthorized Debits form (Exhibit D) upon meeting this requirement. Failure to sign up with the PAD program when required is a violation of the terms and conditions of this authorization. The holder and all participants authorized herein are required to accurately complete a Preauthorized Debits form (Exhibit D) prior to arrival at any Grand Canyon Entrance Station.
18. **Commercial Tour Passenger Certification Form** – The holder and all participants authorized herein are required to accurately complete a Commercial Tour Passenger Certification Form (Exhibit C) prior to arrival at any Grand Canyon Entrance Station.
19. **Employee and Passenger Safety** - All commercial operators are responsible the safety of their employees and passengers at the time of entry to the park. This requires that all employees (drivers and tour guides) and passengers must remain inside of their vehicle at the time of entry and the park entrance fee transaction be performed through the driver window. No employees or passengers will be allowed outside of the vehicle in the entrance lane of traffic for their safety.
20. **Vehicle Markings**- All vehicles must display company information that meets the following minimum requirements:
 - a. Contain the following information:
 - i. Company name
 - ii. Number issued by the Federal Motor Carrier Safety Administration (FMCSA) if applicable
 - b. Markings must appear on both sides of the vehicle.
 - c. The letters must contrast sharply in color with the background on which the letters are placed.
 - d. Markings must be legible, during daylight hours, from a distance of 50 feet with the vehicle is stationary.
21. **Archeological Sites** – Holders must abide by the Grand Canyon National Park Archeological Site Information Disclosure Policy: GRCA SOP 8213-01 Version 2014.1. Commercial guides and their clients may visit Class I and Class II sites; however, inappropriate behaviors and activities on any archaeological site is a violation of federal law and the Commercial Use Authorization. Class III and IV sites are not approved for visitation.
22. **Reporting Accidents** – An accident resulting in personal injury, death or property damage shall be reported to the Superintendent, as soon as possible. [36 CFR 2.33, 3.4, 4.4] All motor vehicle accident authorizations

resulting in injury, personal/government property damage, or injury to park wildlife or resources must be report to park law enforcement immediately at 928-638-7805 or by dialing 911. Commercial operators must remain on scene until the arrival of law enforcement officers.

- 23. Separated Passengers / Rescues** – All commercial operators are responsible for providing their clients with the necessary information to locate or contact their group if they become delayed or separated. Commercial operators may not abandon their clients in the park and are solely responsible for making arrangements for their clients to rejoin their group after being separated. Lost or missing clients must be reported to park dispatch as soon as possible and without unnecessary delay, at 928-638-7805. While self-rescue is encouraged in cases where no additional resources are needed, the National Park Service retains the authority to make the determination to employ additional resources when the situation warrants.
- 24. Employee/agent responsibility** – The holder shall insure that all company employees and motor coach operators entering the park are informed of all of the conditions of this authorization. (The holder may be cited for any permit violations committed by their employee and/or agent.)
- 25. Suspension or Revocation of DOT Authority** – If, for any reason, the holder’s Department of Transportation authority is placed in any status other than “Active”, this Authorization will be immediately suspended.
- 26. Annual and Monthly Reports** – Within 30 days after December 31 of each partial or full calendar year of operation under this authorization, the holder will be responsible for submitting an annual report (Exhibit B) which summarizes total in-park visitor use, including gross revenues for the reporting period
- 27. Authorization Compliance** – The holder and all participants authorized herein must comply with all of the conditions of this authorization, including all exhibits, amendments, application requirements, and written or verbal directives from the Superintendent. Failure to obtain a authorization to provide commercial services, and have a copy of the document available for inspection at any time while in the park, are violations of the authorization terms for which a citation may be issued, and may subject the commercial operator to penalties as prescribed by law or regulation, including exclusion from doing business in the park. National Park Service field personnel will be provided with a current list of holders by the Concessions Office. The Concessions Office will receive a notice of any written warnings or citations issued to holders and these documents will become part of the holder's park record.
1. A first violation may result in a warning letter to the CUA holder sent by the Concessions Office and/or a possible 30-day suspension of the CUA. The appropriate course of action will be based on the violation and the company’s cumulative history.
 2. A second violation within any two year period may result in a 30 to 90-day suspension or revocation of the CUA, depending on the seriousness of the violation and the company’s cumulative history. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a period of 12 months.
 3. In addition, the National Park Service may, at any time, terminate this authorization at its discretion or upon breach of any of the conditions based on the seriousness of the violation and the company’s cumulative history.


Authorization Holder Signature

Date